

Memorandum of Understanding

Between

The United States Postal Service

Berwyn, Illinois 60402

And

John Grace Branch No. 825

National Association of Letter Carriers

AFL-CIO

PREAMBLE

This Memorandum of Understanding, made and entered into at Berwyn, Illinois by and between authorized representatives of the United States Postal Service and John Grace Branch No. 825 of the National Association of Letter Carriers, AFL-CIO, pursuant to the provisions of Article 30 of the 2019 National Agreement, constitutes the entire agreement of local implementation of the terms of the 2019-2023 National Agreement.

ARTICLE 1

RECOGNITION

This Memorandum of Understanding covers all employees of the Berwyn Post Office for which the National Association of Letter Carriers, AFL-CIO has been recognized as the exclusive bargaining representative at the national level with respect to wages, hours, and other terms and conditions of employment unless otherwise superseded by the terms of the National Agreement of 2019.

ARTICLE 2

WASH-UP TIME

The parties mutually agree that employees will be granted such time as is reasonably necessary for washing up after performing dirty work.

ARTICLE 3

NON-SCHEDULED DAYS

All full-time regular letter carriers will have rotating days off.

ARTICLE 4

CURTAILMENT OR TERMINATION OF POSTAL OPERATIONS

When considering the curtailment or termination of postal operations due to local emergency conditions, the Employer will use official orders of local authorities and the health and safety of the employees as determining factors.

ARTICLE 5

HOLIDAY SCHEDULING

The scheduling of employees on a Holiday or day designated as their Holiday will be in the following order of priority:

- 1) Part-time flexible letter carriers to the maximum extent possible.
- 2) All full-time regular letter carriers who have volunteered to work on the Holiday or day designated as their Holiday by seniority.
- 3) City carrier assistants to the maximum extent possible.
- 4) All full-time regular letter carriers on their non-scheduled day in the following order of priority:
 - a) those employees who have signed the 10/12-hour Overtime Desired List;
 - b) those volunteers who have signed the 'Work Assignment' Overtime List by seniority;
 - c) those volunteers who have not signed onto any Overtime Desired List by seniority.
- 5) All full-time regular employees who have not volunteered to work on the Holiday or day designated as their Holiday, by inverse seniority.

ARTICLE 6

OVERTIME DESIRED LIST

Section 1.

The Overtime Desired List for letter carriers will be administered on an installation-wide basis.

Section 2.

The Overtime Desired List will be posted in accordance with Article 8, Section 5.A of the National Agreement and will remain posted throughout the entire quarter.

Section 3.

In an effort to ensure equitable opportunities for overtime among those employees on the Overtime Desired List, the Employer will provide the Union with a quarterly list of overtime hours worked by employees on the Overtime Desired List, summarized and updated on a weekly basis.

Section 3. Displacement of T-6 Letter Carriers

Full-time letter carriers called in on a non-scheduled day will work their regular duty assignments provided there is a vacant route on the string to which the T-6 may be assigned. Otherwise, the carrier working on a non-scheduled day will be assigned where needed.

ARTICLE 7

REASSIGNMENT

For the purpose of reassignment, the entire installation, by craft, will be considered as a section.

ARTICLE 8

PARKING

Recognizing the need for adequate security for employees in parking areas, the Employer will take reasonable steps, based on the specified needs of the individual location, to safeguard employee security and vehicles, including but not limited to establishing liaison with local police authorities, requesting the assignment of additional uniformed police in the area, improving lighting and fencing, and, where available, utilizing mobile security force patrols.

Section 2.

One (1) parking space will be reserved for a Union Shop Steward in the Berwyn Post Office parking lot provided such space is not needed for postal owned or operated vehicles.

ARTICLE 9

ANNUAL LEAVE

Section 1. Initial Selection Process

A. Definitions

1. The leave year will begin on Monday of the first full pay period in January of each year and continue for fifty-two (52) consecutive weeks. The vacation calendar will reflect the leave year.

2. The vacation week will begin on Monday and extend through Sunday.

3. The choice vacation period, as defined in this Memorandum of Understanding, will begin with the first full week of May and continue through the week prior to Labor Day and include, also, the week following Easter Sunday, the week in which Thanksgiving falls, and the week in which the New Year Holiday falls.

4. Any portion of the leave year which falls outside the choice vacation period as defined above will be considered non-choice vacation time.

B. The Employer will post, no later than three (3) weeks prior to the commencement of vacation bidding, the vacation calendar and a notice indicating the dates on which employees are scheduled to bid.

C. Bidding will commence on Monday of the last full week of November.

D. The Employer will allow 14% of the total carrier complement off each week during the choice vacation periods and 8% of the total carrier complement off each week during the non-choice periods with the additional understanding that fractions of .5 or higher will be rounded up to the next whole number. Approval of leave for CCAs under the foregoing provisions is contingent on their having a sufficient leave balance when the leave is taken.

E. Every two (2) days, 10% of the carrier complement, by seniority, will bid until the process has been completed.

(Article 9, Section 1, continued)

F. Vacation selections will be entered on PS Form 3971 and submitted to the Employer in duplicate--one signed copy indicating approval or disapproval being returned to employees prior to clocking out on the day which concludes their designated bidding period.

1. Employees who are off due to scheduled absence on their designated bid day will submit their bids to the Employer in advance.

2. Employees who are off due to unscheduled absence during their designated bidding period may advise the Employer of their vacation selections telephonically or by proxy by 10:00AM on the day which concludes their designated bidding period.

3. Employees who fail to bid during the period so designated by the Employer will be considered the senior bidder during the 2-day period their selections are submitted.

G. Employees, at their option, will be granted up to two (2) selections during the choice vacation period in units of one (1) week or two (2) weeks, the total not to exceed fifteen (15) days pursuant to the provisions of Article 10 of the National Agreement.

1. Employees who earn 13 days of annual leave per year will be granted up to ten (10) days of continuous annual leave during the choice period.

2. Employees who earn 20 or 26 days of annual leave per year will be granted up to fifteen (15) days of continuous annual leave during the choice period.

a. Jury duty, sick leave, military leave, or leave relative to Union business will not be considered among any employee's choice period vacation selections.

b. Jury duty, sick leave, and military leave will not constitute any part of the station's weekly quota for leave.

c. Leave relative to Union business will constitute a part of the station's weekly quota for leave.

(Article 9, Section 1, continued)

H. During the initial selection process, requests for choice period and non-choice period annual leave will not exceed a combined total of four (4) weeks, the exception being that employees who earn five (5) weeks of annual leave per year may request a combined total of five (5) weeks choice and non-choice period annual leave.

I. The awarding of choice period and non-choice period annual leave during the initial selection process will be determined by seniority.

J. Prior to the end of each 2-day bidding period during the initial selection process, the Employer will enter the names of those employees for whom annual leave has been approved in the appropriate grids on the vacation calendar.

Section 2. Open Periods

A. Any vacation period, whether choice or non-choice period, in which fewer than the weekly quota of employees (pursuant to Article 9.1.D of this Memorandum of Understanding) have successfully bid during the initial selection process is hereby defined as an open period. After the initial selection process has been completed, open periods are available to employees for additional selections of annual leave.

B. Requests for open period annual leave will be entered on PS Form 3971 and submitted in duplicate no later than seven (7) days prior to the initial day of the vacation periods requested. A signed copy of PS Form 3971 indicating either approval or disapproval of leave will be returned to the employee no later than forty-eight (48) hours after submission of the request.

C. Requests for open period leave will be granted on the basis of earliest submission of PS Form 3971. However, when more than one bid for the same open period is submitted on the same date, seniority will prevail as the factor which determines the successful bidder.

Approval of leave for CCAs under the foregoing provisions is contingent on their having a sufficient leave balance when the leave is taken.

D. In cases where earliest submission of PS Form 3971 cannot be definitively determined, seniority will prevail as the determining factor in awarding open period leave.

(Article 9, Section 3, continued)

E. Requests for annual leave in units of less than forty (40) hours will be granted pursuant to the provisions of Article 9.2.B,C,D above, provided the allowable percentage of leave is not exceeded. Approval of leave for CCAs under the foregoing provisions is contingent on their having a sufficient leave balance when the leave is taken.

Section 4. Leave Relative to Union Business

A. Convention Leave

1. Convention leave is hereby defined as leave authorized to Union members for the purpose of attending the State and National Conventions of the National Association of Letter Carriers.

2. The Union will advise the Employer no later than Saturday of the third full week of November as to the dates on which the State and National Conventions are to be held and the number of delegates planning to attend so that leave in the choice vacation period may be reserved for those employees and so indicated on the vacation calendar.

3. Although approved Convention leave will not be considered among any employee's choice period vacation selections, such leave will be considered as part of the station's weekly quota for leave.

4. When it is determined that a vacation week which has been reserved for an employee for the purpose of attending the State or National Convention is not to be used in that regard, such leave will be canceled in accordance with Article 9.5 of this Memorandum of Understanding and opened for bidding.

B. Organization Leave

1. Organization leave is hereby defined as leave authorized duly appointed representatives, stewards or other elected officers of the Union to attend training schools, seminars, or special meetings sponsored or endorsed by the National Association of Letter Carriers.

(Article 9, Section 4.B, continued)

2. Requests for such leave will be submitted only after the initial bidding process has been completed.

3. The Branch Secretary will notify the Employer of the date(s) requested as far in advance as possible but no later than Monday of the week preceding that in which the function is scheduled.

4. Requests for Organization leave will be entered on PS Form 3971 and submitted to the Employer in triplicate on the earliest date possible. A signed copy of PS Form 3971 indicating either approval or disapproval will be returned to the employee immediately upon determination.

5. The Employer will make every reasonable effort to grant requests for Organization leave.

Section 5. Cancellation of Leave

A. Annual leave may be canceled in full weeks only. An exception to this provision is cancellation of previously approved leave of less than forty (40) hours.

B. An employee's intention to cancel annual leave must be entered on PS Form 3971 and submitted to the Employer in duplicate no later than ten (10) days prior to the beginning of the vacation period to be canceled.

C. Except during open periods, the Employer will post copies of all PS Forms 3971 indicating canceled leave on the bulletin boards in all letter carrier units no later than the start of business on the first full workday following receipt of the cancellation notice and update the vacation calendar accordingly. The canceled period will remain posted for three (3) working days and will be awarded to the senior bidder at the conclusion of that period.

D. If, after being posted for three (3) days, no bids have been submitted, the canceled period will become available for bidding under the provisions of Article 9.2.B,C,D above with the understanding that time limits pursuant to Article 9.2.B will remain in effect.

(Article 9, Section 5, continued)

E. Annual leave may be canceled on shorter notice than that prescribed in Article 9.5.B above only upon mutual agreement between representatives of the Employer and the Union. Such mutual agreement will be evidenced by the appearance of a Union steward's dated signature on PS Form 3971 canceling leave.

F. Time limitations for bidding as prescribed in Article 9.2.B of this Memorandum of Understanding will be waived when vacation periods become available as the result of annual leave being canceled pursuant to Article 9.5.E above. Such canceled periods will remain posted for two (2) working days and will be awarded to the senior bidder at the conclusion of that period.

Section 6. Miscellaneous Provisions

A. Employees will neither be required nor permitted to work during their vacations.

B. Trading of vacations will not be permitted.

C. Letter carriers who become ill while on annual leave during the choice vacation period will be allowed to make another selection during the choice period.

D. The vacation calendar will be accessible to all employees, but the Employer will be solely responsible for its maintenance.

E. Requests for leave made beyond the time limits or when the maximum number of employees is off may be granted on the basis of earliest submission, if service needs permit. The reason for denial of such a request will be indicated on PS Form 3971.

F. No employee will be scheduled to work on the Sunday prior to the beginning of their vacation.

ARTICLE 10

ASSIGNMENT OF ILL OR INJURED EMPLOYEES

Section 1.

The installation head will make every effort to employ letter carriers in their own station for the purpose of assignment to light duty. To the extent possible, such duty will consist of work within the employee's own craft and regular duty assignment.

Section 2. Identification of Light Duty Assignments

A light duty assignment is any assignment within the physical capabilities of an employee who is temporarily or permanently incapable of performing his normal duties as a result of illness or injury. It is hereby agreed that light duty assignments may include but are not limited to the following:

- a) assisting routes by setting up mail
- b) casing mail and strapping out
- c) labeling carrier cases
- d) rewriting carrier route books
- e) coverage of suitable collection routes
- f) training new employees
- g) delivery of special delivery and parcel post
- h) delivery of express mail
- i) labeling apartment boxes

Section 3.

When the above assignments prove inadequate to cover the assignments requested by employees, the installation head will meet with a representative of the Union to determine what other work may be designated as light duty. Duties within reason, which the Union and Employer identify, will be designated as light duty.

ARTICLE 11

POSTING

Section 1.

A vacant or newly established duty assignment not under consideration for reversion will be posted within fourteen (14) calendar days of the day it becomes vacant or is established.

Section 2.

PS Form 1716, notice inviting bids for letter carrier craft assignments and for other assignments to which a letter carrier is entitled to bid, will be posted on the bulletin board for ten (10) days. The Employer will furnish the Union with copies of all such notices. When an absent employee has so requested in writing, stating a mailing address, a copy of any notice inviting bids from the craft employees will be mailed to the employee by the installation head or designee.

Section 3.

Notices of successful bids will be posted on the next full working day after the close of bidding, giving the successful bidder's name and seniority date. The Employer will furnish the Union with copies of all such notices.

Section 4. Preferential Bidding

Full-time reserve letter carriers, full-time flexible schedule carriers, unassigned full-time carriers, part-time flexible carriers, and city carrier assistants may bid on any available craft duty assignment temporarily vacant for an anticipated duration of five (5) days or more.

A. Letter carriers may indicate their preference for such assignments until the close of business on Tuesday of the week immediately preceding the vacancy.

(Article 11, Section 4, continued)

B. On the Wednesday before the assignment commences, the senior letter carrier having indicated his or her preference will be notified that he or she has been awarded the assignment.

C. In those circumstances where an assignment becomes available after the posting of the weekly schedule, the Employer will inquire as to the preference of employees and award the assignment to the senior employee who has indicated a preference.

D. When submitted in duplicate, a copy of the preference bid will be returned to the employee bearing a supervisor's signature as verification of receipt.

Section 5.

When a letter carrier route or full-time duty assignment, other than the letter carrier route(s) or full-time duty assignment(s) of the junior employee(s), is abolished at a delivery unit as a result of, but not limited to, route adjustments, highway, housing projects, all routes and full-time duty assignments at that unit held by letter carriers who are junior to the carrier(s) whose route(s) or full-time duty assignment(s) was abolished will be posted for bid in accordance with the posting procedures in Article 41 of the National Agreement.

Section 6.

A full-time letter carrier's route will be posted for bid when his or her starting time is changed by more than one hour.

ARTICLE 12

MISCELLANEOUS PROVISIONS

Section 1. Telephones

The Employer will permit Union representatives to use available telephones when it is in regards to Union business.

Section 2. Carts

Carts will be provided to letter carriers who request them at the Employer's discretion.

Section 3. Union Drawer

A drawer will be made available for the shop stewards' use.

Section 4. P.A. System

The Berwyn Post Office P.A. System will be made available for use by the Union stewards regarding Union business subject to the Employer's approval with the understanding that such requests will not be unreasonably denied.

ARTICLE 13

SEPARABILITY AND DURATION

Section 1.

Should any part of this Memorandum of Understanding, or any provision herein be found to be inconsistent with the National Agreement or be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by a court of competent jurisdiction, such invalidation of such part or provisions of this Memorandum of Understanding will not invalidate the remaining portions, and they will remain in full force and effect.

Section 2.

This Memorandum will be in force until replaced by a new Memorandum negotiated pursuant to the provisions of the 2024 National Agreement.

This Memorandum of Understanding was entered into on the 16th day of June, 2021 between representatives of the United States Postal Service, Berwyn, Illinois and representatives of John Grace Branch No. 825 of the National Association of the National Association of Letter Carriers, AFL-CIO, pursuant to the local implementation provisions of the 2019 National Agreement.


For the United States Postal Service:



Postmaster

Berwyn, Illinois 60402

For John Grace Branch No. 825, NALC:



Catherine Goodman, Vice-President